

1 BILL NO. S-82-06- 08 (as amended)

2 SPECIAL ORDINANCE NO. S- 110-82

3 AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF \$475,000  
4 OF CITY OF FORT WAYNE, INDIANA, ECONOMIC DEVELOPMENT REVE-  
5 NUE BONDS, SERIES 1982 (BFGOODRICH PROJECT) FOR THE PURPOSE  
6 OF MAKING A LOAN TO ASSIST THE B.F. GOODRICH COMPANY IN THE  
7 FINANCING OF COSTS OF AN ECONOMIC DEVELOPMENT FACILITY;  
AUTHORIZING THE ISSUANCE OF ADDITIONAL BONDS; AND AUTHORIZ-  
ING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT PERTAIN-  
ING TO THE PROJECT AND THE EXECUTION AND DELIVERY OF A  
TRUST INDENTURE SECURING THE PAYMENT OF SAID BONDS.

8 WHEREAS, the City of Fort Wayne, Indiana (hereinafter  
9 called the "Issuer") is a municipal corporation and political  
10 subdivision organized and existing under the Constitution and  
11 laws of the State of Indiana, and by virtue of the laws of said  
12 State, including Chapter 36-7-12, Indiana Code, as amended  
13 (hereinafter called the "Act"), is authorized and empowered,  
14 among other things, (a) to issue revenue bonds for the purpose  
15 of making a loan to assist in the financing of costs of acquiring,  
16 constructing, equipping or improving "economic development facili-  
17 ties" as defined in Section 36-7-12-2, Indiana Code, located  
18 within the boundaries of the Issuer (hereinafter called the  
19 "Project"), (b) to enter into a loan agreement and to provide  
20 for revenues sufficient to pay the principal of and premium, if  
21 any, and interest on such revenue bonds, (c) to secure such  
22 revenue bonds by a trust agreement between the Issuer and a  
23 corporate trustee, and by a pledge and assignment of such revenues,  
24 as provided for herein, and (d) to enact this Bond Legislation  
25 and enter into the Indenture, the Loan Agreement and the Bond  
26 Purchase Agreement (as hereinafter defined) upon the terms and  
27 conditions provided therein; and

28 WHEREAS, the Common Council of the Issuer (hereinafter  
29 called the "Legislative Authority") has heretofore by ordinance  
30 passed on April 11, 1972, pursuant to the Act created the Fort  
31 Wayne Economic Development Commission (hereinafter called the  
32 "Commission"), and the members of the Commission have been duly

1 appointed and qualified, and the Commission has organized and  
2 undertaken the duties imposed upon it by the Act and has found by  
3 written resolution that the economic welfare of the Issuer would  
4 be benefited by the Project, and such resolution and the findings  
5 therein have heretofore been approved by the Legislative Authority;  
6 and

7 WHEREAS, the Commission has held a public hearing on  
8 the Project after giving not less than ten (10) days notice by  
9 publication in two newspapers published or of general circulation  
10 in the City of Fort Wayne, and by resolution has heretofore found  
11 that the Project constitutes "economic development facilities  
12 and thus complies with the purposes and provisions of the Act  
13 and has approved the financing of the Project, including the  
14 form and terms of the Project Bonds (as hereinafter defined),  
15 the Agreement, the Indenture and the Bond Purchase Agreement, and  
16 such resolution has been received by this Legislative Authority;  
17 and

18 WHEREAS, it is determined by this Legislative Author-  
19 ity, pursuant to a resolution passed April 28, 1981, that the  
20 amount necessary to finance the costs of or related to the  
21 improvement and equipping of the Project, including the financ-  
22 ing thereof, will require the issuance, sale and delivery of  
23 Project Bonds in the aggregate principal amount of \$475,000 and  
24 hereafter may require the Issuer's best efforts to issue, sell  
25 and deliver Additional Bonds (as hereinafter defined) on a  
26 parity therewith, all of which Bonds shall be equally and  
27 ratably payable and secured as provided herein and in the Inden-  
28 ture;

29 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
30 OF THE CITY OF FORT WAYNE, INDIANA:

31 SECTION 1. Definitions. In addition to the words and  
32 terms elsewhere defined in this Bond Legislation, in the Indenture

1 or in the Agreement, the following words and terms as used in  
2 this Bond Legislation and in the Indenture shall have the follow-  
3 ing meanings unless the context or use clearly indicates another  
4 meaning or intent:

5 "Act" means Chapter 36-7-12, as amended, Indiana Code.

6 "Additional Bonds" means Bonds of the Issuer which may  
7 be issued under Section 8 of this Bond Legislation.

8 "Additional Notes" means any promissory note, in addi-  
9 tion to the Note, delivered by the Company to the Trustee in  
10 connection with the issuance of Additional Bonds, as provided  
11 in the Agreement.

12 "Agreement" means the Loan Agreement between the Issuer  
13 and the Company, dated as of July 1, 1982, as from time to time  
14 amended or supplemented.

15 "Authorized Company Representative" means the person  
16 at the time designated pursuant to the Agreement to act on behalf  
17 of the Company.

18 "Bond" or "Bonds" means the Project Bonds and any  
19 Additional Bonds.

20 "Bond Fund" means the Bond Fund created by Section 7  
21 hereof.

22 "Bondholder" or "holder" or "holder of Bonds" means the  
23 bearer of a coupon Bond which is not registered as to principal  
24 or the principal of which is registered to bearer, or the person  
25 in whose name a registered Bond is registered, and "holder"  
26 when used with reference to a coupon means the bearer of the coupon.

27 "Bond Legislation" means (a) when used with reference  
28 to the Project Bonds, this Ordinance; (b) when used with reference  
29 to an issue of Additional Bonds, this legislation to the extent  
30 applicable and the legislation providing for the issuance of such  
31 Additional Bonds; and (c) when used with reference to Bonds when  
32 Additional Bonds are outstanding, this legislation and the legis-

1 lation providing for the issuance of Additional Bonds; all as  
2 from time to time may be lawfully amended or supplemented.

3 "Bond service charges" means, for any time period, the  
4 principal of, the premium, if any, and the interest on the Bonds  
5 for such time period.

6 "Code" means the Internal Revenue Code of 1954 as  
7 amended and references to the Code and Sections of the Code shall  
8 include relevant regulations and proposed regulations thereunder  
9 and any successor provisions to such Sections, regulations or  
10 proposed regulations.

11 "Company" means The B. F. Goodrich Company, a corpora-  
12 tion for profit duly organized and validly existing under the  
13 laws of the State of New York and qualified to do business in the  
14 State, and its lawful successors and assigns.

15 "Construction Fund" means the Construction Fund created  
16 by Section 6 hereof.

17 "Coupon" or "interest coupon" means any of the coupons  
18 issued hereunder evidencing the installments of interest on the  
19 applicable coupon Bond.

20 "Coupon Bond registered as to principal" means any  
21 coupon Bond at the time registered as to principal in the name  
22 of the Bondholder.

23 "Eligible Investments" means (i) any bonds or other  
24 obligations of the United States which as to principal and inter-  
25 est constitute direct obligations of the United States of America  
26 or are issued or guaranteed by any person controlled or supervised  
27 by and acting as an instrumentality of the United States pursuant  
28 to authority granted by the Congress of the United States, (ii)  
29 interest bearing accounts, time deposits or certificates of  
30 deposit in United States Dollars or Eurodollars of (a) the Trustee  
31 or (b) banks or trust companies, organized under the laws of  
32 Canada or the United States of America or any province or state

thereof or domestic branches of foreign banks, which have combined capital and surplus of at least \$10,000,000 in dollars of the United States of America or the Canadian equivalent thereof, (iii) obligations issued or guaranteed by any state of the United States or the District of Columbia, or any political subdivision of any such state or district, (iv) commercial paper or finance company paper rated A-1 or P-1, or their equivalents, by Standard & Poor's Corporation and Moody's Investors Service, Inc., respectively, or their successors, (v) bankers acceptances drawn on and accepted by commercial banks, or (vi) repurchase agreements fully secured by any one or more of the foregoing; provided that any such investment or deposit is not prohibited by law.

"Executive" means the Mayor of the Issuer.

"Fiscal Officer" means the City Clerk of the Issuer.

"Indenture" means the Trust Indenture between the Issuer and the Trustee, dated as of July 1, 1982, including this Bond Legislation as part thereof, as from time to time amended or supplemented.

"Interest Payment Date" means as to the Project Bonds each January 1 and July 1, commencing January 1, 1983.

"Issuer" means the City of Fort Wayne, Indiana.

"Legal Officer" means the City Attorney of the Issuer.

"Legislative Authority" means the Common Council of the Issuer.

"Loan" means the loan by the Issuer to the Company of the proceeds from the sale of the Bonds, after deducting any accrued interest paid by the Original Purchaser.

"Loan Payments" means the amounts required to be paid by the Company in repayment of the Loan pursuant to the provisions of Section 4.1 of the Agreement.

"Note" means the promissory note of the Company attached to the Agreement as Exhibit A, in the principal amount of \$475,000



1 evidencing the obligation of the Company to make Loan Payments and  
2 delivered by the Company to the Trustee pursuant to the Agreement.

3 "Notes" means the Note and any Additional Notes.

4 "Original Purchaser" means, as to the Project Bonds,  
5 McDonald & Company, Cleveland, Ohio, and as to Additional Bonds,  
6 the person or persons identified as such in the applicable Bond  
7 Legislation providing for the issuance of such Additional Bonds.

8 "Outstanding Bonds" or "Bonds outstanding" or  
9 "outstanding" as applied to Bonds, means, as of any date, all  
10 Bonds which have been authenticated and delivered by the Trustee  
11 under the Indenture except:

- 12 (a) Bonds surrendered for and replaced upon  
13 exchange or transfer, or cancelled because  
14 of payment or redemption prior to maturity,  
15 at or prior to such date;
- 16 (b) Bonds for the payment, redemption or purchase  
17 for cancellation of which sufficient moneys  
18 have been deposited prior to such date with  
19 the Trustee (whether upon or prior to the  
20 maturity or redemption date of any such  
21 Bonds), or which are deemed to have been  
22 paid and discharged pursuant to the provi-  
23 sions of the Indenture; provided that if  
24 such Bonds are to be redeemed prior to the  
25 maturity thereof, notice of such redemption  
26 shall have been given or arrangements to  
27 the reasonable satisfaction of the Trustee  
28 shall have been made therefor, or waiver of  
29 such notice satisfactory in form to the  
30 Trustee shall have been filed with the  
31 Trustee; and
- 32 (c) Bonds in lieu of which others have been

1                   authenticated (or payment, when due, of  
2                   which is made without replacement) under  
3                   Section 2.05 of the Indenture.

4                   "Person" or words importing persons mean and include  
5                   firms, associations, partnerships (including limited partnerships)  
6                   societies, trusts (public or private) corporations or other legal  
7                   entities including public or governmental bodies, as well as  
8                   natural persons.

9                   "Project" means (a) the real estate at the time com-  
10                  prising the Project Site as defined in the Agreement and (b) the  
11                  real and personal property at the time comprising the Project  
12                  Facilities as defined in the Agreement, together constituting an  
13                  "economic development facility" as defined in the Act.

14                  "Project Bonds" means the \$475,000 Economic Development  
15                  Revenue Bonds, Series 1982 (BFGoodrich Project) of the Issuer  
16                  authorized in Section 3 hereof.

17                  "Project Purposes" means acquiring, constructing,  
18                  equipping or improving real and personal property comprising  
19                  economic development facilities to be used for the sale and  
20                  service of automotive equipment and other consumer products, or  
21                  such as may otherwise be permitted by the Agreement.

22                  "Registered Bonds" means Bonds registered in the name  
23                  of the holder, including coupon Bonds registered as to principal  
24                  (except to bearer) and fully registered Bonds; and "fully regis-  
25                  tered Bonds" means Bonds without coupons registered as to both  
26                  principal and interest.

27                  "Revenues" means (a) the Loan Payments, (b) subject to  
28                  the provisions of Sections 3.04 and 8.02 of the Indenture with  
29                  respect to the Trustee holding moneys for the benefit of the  
30                  holders of particular Bonds, all other moneys received or to be  
31                  received by the Issuer, or the Trustee for the account of the  
32                  Issuer, in respect of repayment of the Loan including moneys in

1 the Bond Fund, (c) unexpended moneys in the Construction Fund,  
2 and (d) all income and profit from the investment of the Loan  
3 Payments and such other moneys.

4 "State" means the State of Indiana.

5 "Trustee" means the trustee under the Indenture,  
6 originally Fort Wayne National Bank, Fort Wayne, Indiana, and  
7 any successor Trustee as determined or designated under or  
8 pursuant to the Indenture.

9 Any reference to the Issuer, to the Legislative Authority,  
10 or to any member or officer of either, shall include those suc-  
11 ceeding to their functions, duties or responsibilities pursuant  
12 to or by operation of law or lawfully performing their functions.  
13 Any reference to a section or provision of the Constitution of  
14 the State or the Act, or to a section, provision or chapter of  
15 the laws of the State shall include such section or provision or  
16 chapter as from time to time amended, modified, revised, supple-  
17 mented, or superseded, provided that no such change in said  
18 Constitution or laws shall be applicable solely by reason of  
19 this provision if such change in any way constitutes an impairment  
20 of the rights or obligations of the Issuer, the Bondholders, the  
21 Trustee or the Company under this Bond Legislation, the Agreement,  
22 the Note or the Indenture, or any other document executed in  
23 connection with any of the foregoing, including, without limita-  
24 tion, any alteration of the obligation to pay the Bond service  
25 charges in the amount and manner, at the times, and from the  
26 sources provided in the Bond Legislation and the Indenture,  
27 except as otherwise herein permitted.

28 Unless the context shall otherwise indicate, words  
29 importing the singular number shall include the plural number,  
30 and vice versa; the terms "hereof", "hereby", "herein", "hereto",  
31 "hereunder", and similar terms refer to Bond Legislation and the  
32 Indenture; and the term "hereafter" means after, and the term



1 "heretofore" means before, the effective date of the Bond Legis-  
2 lation. Words of the masculine gender include the feminine and  
3 the neuter and when the sense so indicates, words of the neuter  
4 gender may refer to any gender.

5 The captions and headings in this Bond Legislation shall  
6 be solely for convenience of reference and in no way define,  
7 limit or describe the scope or intent of any provisions or Sec-  
8 tions of the Bond Legislation.

9 SECTION 2. Determinations of Legislative Authority.

10 The Legislative Authority does hereby determine that (a) the Pro-  
11 ject constitutes economic development facilities within the mean-  
12 ing of the Act and the proposed financing thereof as herein  
13 authorized will be of benefit to the health and welfare of the  
14 Issuer by tending to overcome deficiencies previously found to  
15 exist in the community, to wit: insufficient employment oppor-  
16 tunities and insufficient diversification of economic development  
17 facilities; (b) the proposed financing of the Project, as herein  
18 authorized, complies with the purposes and provisions of the Act  
19 and the utilization of the Project is in furtherance of the  
20 purposes of the Act and will benefit the people of the Issuer  
21 and of the State by creating and preserving jobs and employment  
22 opportunities and improving the economic welfare of the people  
23 of the Issuer and of said State; and (c) the provision of loan  
24 assistance in the financing of costs of acquiring, constructing,  
25 equipping or improving the Project, including the financing of  
26 the costs thereof, will require the issuance, sale and delivery  
27 of the Project Bonds and hereafter may require the Issuer's best  
28 efforts to issue, sell and deliver Additional Bonds on a parity  
29 therewith, all of which Bonds shall be equally and ratably payable  
30 and secured as provided herein and in the Indenture.

31 SECTION 3. Authorization and Terms of Project Bonds.

32 It is determined to be necessary to, and the Issuer shall, issue,

1 sell and deliver, as provided and authorized herein and pursuant  
2 to the authority of the Act, the Project Bonds for the purpose  
3 of making a loan to assist the Company in the financing of costs  
4 of acquiring, constructing, equipping or improving the Project  
5 for the Project Purposes. The Project Bonds shall be designated  
6 "Economic Development Revenue Bonds, Series 1982 (BFGoodrich  
7 Project)". The Issuer may also issue, sell and deliver Additional  
8 Bonds on a parity with the Project Bonds for the purposes and  
9 in the manner provided in Section 8 of this Bond Legislation.

10 (a) Form, Numbering, Denomination and Date. The  
11 Project Bonds shall be initially issued in coupon or fully  
12 registered form as may be requested by the Original Purchaser  
13 thereof, shall be exchangeable for fully registered or coupon  
14 bonds in the manner and on the terms provided in the Indenture,  
15 and shall be numbered as determined by the Executive or Fiscal  
16 Officer. Project Bonds in coupon form shall be in the denomina-  
17 tion of \$5,000 each, shall be registrable as to principal, and  
18 shall be dated as of July 1, 1982. Project Bonds in fully  
19 registered form shall be in the denomination of \$5,000 and any  
20 multiple thereof permitted by the Indenture, and shall be dated  
21 as of July 1, 1982 if authenticated prior to the first Interest  
22 Payment Date on the Project Bonds, and otherwise shall be dated  
23 as of the Interest Payment Date next preceding the date of  
24 their authentication except that if authenticated on an Interest  
25 Payment Date they shall be dated as of such date of authentica-  
26 tion; provided that if at the time of authentication interest  
27 thereon is in default, they shall be dated as of the date to  
28 which interest has been paid. The Project Bonds shall be executed  
29 and delivered within 30 days of passage of this Bond Legislation.

30 (b) Interest Rate and Principal Maturities. The  
31 Project Bonds shall bear interest from their respective dates  
32 ~~at a rate not to exceed fifteen per centum (15%) per annum as~~  
at the rate of fourteen and five eights per centum (14.5/8%) per  
annum

1 ~~determined by the Common Council prior to the adoption of this~~  
2 ~~Bond Legislation~~, payable on each Interest Payment Date, and  
3 shall mature on July 1, 2002.

4 (c) Redemption Provisions. The Project Bonds are  
5 subject to mandatory redemption prior to maturity, by lot in such  
6 manner as the Trustee may determine, at a redemption price of  
7 100% of the principal amount thereof plus interest accrued to the  
8 redemption date, on July 1, 1998 and on each July 1 thereafter  
9 prior to maturity, in the following principal amounts in the years  
10 specified.

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
1998	\$50,000	2000	\$50,000
1999	\$50,000	2001	\$50,000

11  
12  
13 If retired only by such mandatory redemption prior to maturity,  
14 there would remain \$275,000 principal amount of Project Bonds  
15 due July 1, 2002 to be paid at maturity. The aggregate of the  
16 Loan Payments specified in Section 4.1 of the Agreement, which  
17 is to be deposited in the Bond Fund on the Loan Payment Date as  
18 defined in the Agreement, shall include amounts sufficient to  
19 redeem (less the amount of any credit as provided below) on the  
20 dates specified above the principal amount of the Project Bonds  
21 set opposite each such date.

22 The Issuer, or the Company on behalf of the Issuer,  
23 shall have the option to deliver to the Trustee for cancellation  
24 Project Bonds in any aggregate principal amount with, if coupon  
25 Project Bonds, all unmatured coupons attached or receive a credit  
26 against the current mandatory sinking fund requirement (and  
27 corresponding mandatory redemption obligation) of the Issuer as  
28 set forth above for any Project Bonds previously redeemed (other  
29 than through the operation of the mandatory sinking fund require-  
30 ments) or purchased for cancellation and cancelled by the Trustee  
31 and not theretofore applied as a credit against any redemption  
32

1 obligation. Each Project Bond so delivered, or previously  
2 redeemed or cancelled, shall be credited by the Trustee at 100%  
3 of the principal amount thereof against the mandatory sinking  
4 fund obligation on such mandatory redemption date, and any excess  
5 of such amount shall be credited on future redemption obligations,  
6 and the principal amount of Project Bonds to be redeemed by opera-  
7 tion of the mandatory sinking fund requirements shall be accord-  
8 ingly reduced.

9           Such option shall be exercised by the Issuer, or the  
10 Company on behalf of the Issuer, on or before the forty-fifth  
11 day preceding the applicable mandatory redemption date as set  
12 forth above by furnishing the Trustee a certificate, executed  
13 by the Fiscal Officer or the Authorized Company Representative,  
14 as the case may be, setting forth the extent of the credit to be  
15 applied with respect to such mandatory sinking fund requirement.  
16 If such certificate is not timely furnished to the Trustee, the  
17 mandatory sinking fund requirement (and corresponding mandatory  
18 redemption obligation) shall not be reduced.

19           The Project Bonds are also subject to redemption prior  
20 to stated maturity in the event of the exercise by the Company  
21 of its option to direct such redemption upon the occurrence of  
22 any of the events specified in Section 6.2 of the Agreement. If  
23 called for redemption upon the occurrence of any such events,  
24 the Project Bonds shall be subject to redemption by the Issuer  
25 on any date, in whole or (in the case of redemption in the event  
26 of condemnation of part of the Project, as provided in Section 6.2  
27 of the Agreement) in part, at a redemption price of 100 percent  
28 of the principal amount thereof, plus accrued interest to the  
29 redemption date.

30           The Project Bonds are also subject to loss of tax  
31 exemption redemption upon a Final Determination as hereafter  
32 defined that, as a result of a failure by the Company to observe

1 its agreement contained in Section 5.6 of the Agreement, interest  
2 on the Project Bonds is wholly or partially includable for federal  
3 income tax purposes in the gross income of the holders of the  
4 Project Bonds (other than because a holder is a "substantial user"  
5 of the Project or a "related person" thereof, as those terms are  
6 used in Section 103(b)(10) of the Code). As used herein, a  
7 "Final Determination" shall be deemed to have occurred upon the  
8 receipt by the Trustee of a ruling or technical advice by the  
9 Internal Revenue Service in which the Company has participated.  
10 Following a Final Determination, the Project Bonds shall be  
11 redeemed by the Issuer from the proceeds of the Company paying  
12 advance Loan Payments pursuant to Sections 4.1 and 6.3 of the  
13 Agreement at a redemption price equal to 111% of the principal  
14 amount thereof, plus accrued interest to the redemption date, at  
15 the earliest practicable date selected by the Trustee, after  
16 consultation with the Company, but in no event later than 180  
17 days following the Trustee's notification of such Final Determina-  
18 tion. If the Project Bonds are not redeemed within said 180 days  
19 after the date of such notification, then the redemption price  
20 shall be increased by 1/2% of the principal amount thereof for  
21 each 180 day period that the Project Bonds remain outstanding  
22 thereafter. All of the Project Bonds outstanding on the redemp-  
23 tion date selected shall be redeemed by the Issuer on such date,  
24 except that Project Bonds maturing on or prior to such redemption  
25 date, but after the aforesaid selection of a redemption date,  
26 shall be retired on their maturity date at the same redemption  
27 price as if they had been called for redemption on such redemption  
28 date, and Project Bonds for the payment or redemption of which  
29 sufficient moneys or investments are held by the Trustee as provid-  
30 ed in Section 8.02 of the Indenture shall be redeemed on the  
31 redemption date, or paid at earlier maturity, in accordance with  
32 this paragraph and not otherwise.



1 Unless previously redeemed, the Project Bonds are also  
2 subject to optional redemption (from funds other than those  
3 deposited in accordance with the mandatory sinking fund require-  
4 ments of this subsection) by and at the option of the Issuer, at  
5 the direction of the Company, prior to stated maturity in whole  
6 or in part on any date on or after July 1, 1992, at redemption  
7 prices equal to the following percentages of the principal amount  
8 redeemed, plus in each case accrued interest to the date fixed  
9 for redemption:

<u>If Redeemed (dates inclusive)</u>	<u>Redemption Price</u>
July 1, 1992 to June 30, 1993	103%
July 1, 1993 to June 30, 1994	102%
July 1, 1994 to June 30, 1995	101%
July 1, 1995 and thereafter	100%

14 If less than all of the outstanding Project Bonds are  
15 called for redemption at one time, they shall be called in  
16 inverse order of the maturities of the Project Bonds outstanding,  
17 and if less than all of the outstanding Project Bonds of one  
18 maturity are to be called, the selection of such Project Bonds,  
19 or portions of fully registered Project Bonds, of such maturity  
20 to be called shall be made by lot by the Trustee in such manner  
21 as the Trustee may determine.

22 Notice of the call for redemption of the Project Bonds,  
23 identifying by designation, letters, numbers, or other distinguish-  
24 ing marks, the Project Bonds, or portions of fully Registered  
25 Project Bonds, to be redeemed, the amount of principal being  
26 redeemed, the redemption price to be paid, the date fixed for  
27 redemption and the place or places where the amounts due upon  
28 such redemption are payable, shall be given by the Trustee on  
29 behalf of the Issuer by at least two publications in a newspaper  
30 or financial journal of national circulation published in the City  
31 and State of New York, the first such publication to be not less  
32 than thirty days prior to the redemption date, and, in the case

1 of the redemption of Project Bonds at the time in fully registered  
2 form or in coupon form registered as to principal, by mailing a  
3 copy of the redemption notice by first class mail, postage  
4 prepaid, at least thirty days prior to the date fixed for redemp-  
5 tion to the registered owner of each such Project Bond to be  
6 redeemed at the address shown on the registration books kept by  
7 the Trustee; provided, that failure to give or receive such  
8 notice by mailing, or any defect in such notice, shall not affect  
9 the validity of any proceedings for the redemption of the Project  
10 Bonds. If, because of the temporary or permanent suspension of  
11 publication or national circulation of the appropriate newspaper  
12 or financial journals or for any other reason, it is impossible  
13 or impractical to publish such notice of call for redemption in  
14 the manner herein provided, then such publication in lieu  
15 thereof shall be made with the approval of the Trustee shall  
16 constitute a sufficient publication of notice. In the event that  
17 all of the Project Bonds to be redeemed are at the time in the  
18 form of registered bonds, notice of the call for redemption may  
19 be given by mailing a copy of the redemption notice by first  
20 class mail, postage prepaid, at least thirty days prior to the  
21 date fixed for redemption to the holder or holders thereof, at  
22 the address shown on the registration books kept by the Trustee  
23 and published notice of the call for redemption need not be given;  
24 provided, that failure to give or receive such notice to any  
25 Bondholder by mailing, or any defect in such notice to any  
26 Bondholder, shall not affect the validity of the proceedings for  
27 the redemption of any of the other Project Bonds.

28 Bond service charges on the Project Bonds shall be  
29 payable, without deduction for services of the Trustee at the  
30 corporate trust office of the Trustee, except that interest on the  
31 fully registered Project Bonds shall be payable by check or  
32 draft as provided in the Indenture.

1           The Project Bonds shall be signed in their official  
2 capacities by the Executive and the Fiscal Officer, provided that  
3 any or all of such signatures may be facsimiles. All coupons  
4 shall be executed on behalf of the Issuer by the facsimile signa-  
5 ture of the Executive or Fiscal Officer.

6           SECTION 4. Terms of all Bonds. All Bonds shall bear  
7 such designations as may be necessary to distinguish them from  
8 Bonds of any other series. Bond service charges on all Bonds  
9 shall be payable in lawful money of the United States of America.  
10 All Bonds shall be negotiable instruments subject to applicable  
11 provisions for transfer and registration, and shall express on  
12 their faces the purpose for which they are issued and such other  
13 statements or legends as may be required by law.

14           Subject to provisions of the applicable Bond Legislation,  
15 Bonds shall be issuable as coupon Bonds registrable as to princi-  
16 pal or as fully registered Bonds, and may be exchanged as between  
17 forms, all as provided in the Indenture.

18           All Bonds and Coupons thereon shall be executed in the  
19 manner provided in the Bond Legislation authorizing their issuance  
20 or in the manner provided by the applicable law in effect at the  
21 time of their issuance. In case any officer whose signature or  
22 a facsimile of whose signature shall appear on any Bonds or  
23 Coupon shall cease to be such officer before the issuance of such  
24 Bonds, such signature or such facsimile shall nevertheless be  
25 valid and sufficient for all purposes, the same as if he had  
26 remained in office until that time.

27           Unless otherwise provided in the Bond Legislation  
28 authorizing the issuance of Additional Bonds, notice of call for  
29 redemption of all Bonds shall be given in the manner provided in  
30 Section 3 hereof for the notice of call for redemption of the  
31 Project Bonds. If Bonds or portions of fully registered Bonds  
32 are duly called for redemption and if on such redemption date

1 moneys for the redemption of all the Bonds to be redeemed,  
2 together with accrued interest to the redemption date, shall be  
3 held by the Trustee so as to be available therefore, then from  
4 and after such redemption date such Bonds or portions of fully  
5 registered Bonds shall cease to bear interest and any coupon for  
6 interest thereon maturing subsequent to the redemption date shall  
7 be void.

8 As provided herein, the Project Bonds and any Additional  
9 Bonds shall be equally and ratably payable solely from the  
10 Revenues and shall be secured by a pledge of the Revenues and by  
11 the Indenture. The Bonds shall be further secured by the Notes  
12 delivered by the Company to the Trustee pursuant to the Agreement.  
13 Anything in the Bond Legislation, the Bonds or the Indenture to  
14 the contrary notwithstanding, nothing contained in the Bond  
15 Legislation, the Bonds, or the Indenture shall constitute a  
16 general obligation of the Issuer nor are the Bonds payable in  
17 any manner from revenues raised by taxation, and the Bonds shall  
18 contain on the face thereof a statement to that effect and that  
19 such Bonds are payable solely from the Revenues; provided, that  
20 nothing herein shall be deemed to prohibit the Issuer, of its  
21 own volition, from using to the extent lawfully authorized to do  
22 so any other resources for the fulfillment of any of the terms,  
23 conditions or obligations of the Indenture, the Bond Legislation  
24 or any of the Bonds.

25 SECTION 5. Sale of Project Bonds. The Project Bonds are  
26 sold and awarded to the Original Purchaser, in accordance with the  
27 Bond Purchase Agreement among the Issuer, such Original Purchaser  
28 and the Company (the "Bond Purchase Agreement") at a purchase  
29 price of \$460,750, plus any accrued interest on the face amount of  
30 the Project Bonds from the date thereof to the date of delivery of  
31 and payment therefore. The Executive and the Fiscal Officer are  
32 authorized and directed to make the necessary arrangements with  
the Original Purchaser to establish the date, location, procedure

1 and conditions for the delivery of the Project Bonds to the  
2 Original Purchaser, and to take all steps necessary to effect due  
3 execution, authentication and delivery to the Original Purchaser  
4 of the Project Bonds under the terms of this Bond Legislation  
5 and the Indenture to the extent not provided for in said Bond  
6 Purchase Agreement provided that the terms hereof shall control  
7 in the event of any inconsistency with the terms of said Bond  
8 Purchase Agreement. It is hereby determined that the price for  
9 and the terms of the Project Bonds, and sale thereof, all as pro-  
10 vided in this Bond Legislation, are in the best interest of the  
11 Issuer and in compliance with all legal requirements.

12 SECTION 6. Allocation of Proceeds of Project Bonds -  
13 Construction Fund. All of the proceeds from the sale of the Pro-  
14 ject Bonds (including accrued interest thereon) shall be allocated,  
15 deposited, and credited as follows:

16 (a) To the Bond Fund, accrued interest, if any, paid  
17 by the original Purchaser.

18 (b) To the Construction Fund, the balance of the pro-  
19 ceeds of the Project Bonds.

20 There is created by the Issuer and ordered maintained  
21 as a separate deposit account (except when invested as herein-  
22 after provided) in the custody of the Trustee a trust fund in the  
23 name of the Issuer to be designated "City of Fort Wayne, Indiana -  
24 The B.F. Goodrich Company Construction Fund" (the "Construction  
25 Fund"). Moneys in the Construction Fund may be invested as  
26 provided in Section 10 hereof and shall be disbursed in accordance  
27 with the provisions of the Agreement. The Trustee is authorized  
28 and directed to make any such disbursement from the Construction  
29 Fund in accordance with the provisions of the Agreement.

30 The moneys and Eligible Investments to the credit of  
31 the Construction Fund shall, pending disbursement pursuant to the  
32 Agreement, constitute a part of the Revenues pledged and assigned



1 to the Trustee as security for the payment of the Bond service  
2 charges.

3 SECTION 7. Sources of Payment -Bond Fund. As provided  
4 in the Agreement, and as evidenced and to be evidenced by the  
5 Notes, Bond service charges, as they come due, shall be payable  
6 (i) in the first instance, from the Loan Payments to be made by  
7 the Company directly to the Trustee for the account of the Issuer  
8 pursuant to the terms of the Agreement and deposited in the Bond  
9 Fund, (ii) if such Loan Payments are not made or moneys then on  
10 deposit in the Bond Fund and available for such purposes are  
11 insufficient to meet such Bond service charges, from other  
12 Revenues to the extent then available and (iii) from any other  
13 source lawfully available to the Trustee.

14 There is created by the Issuer and ordered maintained  
15 as a separate deposit account (except when invested as herein-  
16 after provided) in the custody of the Trustee, a trust fund to be  
17 designated "City of Fort Wayne, Indiana - The B.F. Goodrich Company  
18 Revenue Bond Fund" (the "Bond Fund"). The Bond Fund (and accounts  
19 therein provided for in the Indenture or in the Agreement) and  
20 the moneys and Eligible Investments therein are hereby pledged to  
21 and shall be used solely and exclusively for the payment of Bond  
22 service charges as they fall due at stated maturity or by redemp-  
23 tion or pursuant to any mandatory sinking fund requirements, all  
24 as provided herein and in the Indenture and the Agreement, provided  
25 that no part thereof (except as may otherwise be provided for  
26 herein, in the Indenture or the Agreement) shall be used to redeem,  
27 prior to maturity, any Bonds.

28 There shall be deposited into the Bond Fund (and  
29 credited, if required by the Indenture or Agreement, to appro-  
30 priate accounts therein), as and when received, (a) all Loan  
31 Payments, (b) all other Revenues except for the amounts required  
32 by the Bond Legislation, the Indenture, or the Agreement to be

1 deposited into the Construction Fund or any separate insurance or  
2 condemnation proceeds account and (c) amounts, if any, transferred  
3 from the Construction Fund pursuant to Section 3.4 of the Agree-  
4 ment.

5 Nothing in this Bond Legislation is intended to prevent  
6 the Company from delivering moneys to the Trustee pursuant to  
7 Section 4.5 of the Agreement to be used to purchase or redeem  
8 Bonds in accordance with that Section and the Trustee shall  
9 promptly apply such moneys to the purchase or redemption of  
10 Bonds in accordance with the Company's instructions.

11 SECTION 8. Additional Bonds. The Issuer, at the request  
12 of the Company if the Company is not then in default under the  
13 Agreement, to the extent then permitted by law and for purposes  
14 consistent with the Act shall use its best efforts to issue  
15 Additional Bonds from time to time to provide for:

- 16 (i) completion of the Project, or  
17 (ii) the acquisition for the Project of additional  
18 real estate or interests therein within the boundaries  
19 of the Issuer, repairs to the Project of a major  
20 nature arising from casualty or unanticipated  
21 conditions, or the acquisition, construction,  
22 enlargement, improvement, equipping, furnishing  
23 and installation of property to be used in connec-  
24 tion with the Project and to be located on the  
25 Project Site as defined in the Agreement, or  
26 any combination thereof, or  
27 (iii) refunding outstanding Bonds, or  
28 (iv) any combination of the purposes described  
29 in clauses (i) through (iii) hereof;

30 provided, that the proceeds of any Additional Bonds shall be used  
31 by the Company solely to pay permissible costs under the Act and  
32 that the issuance of such Additional Bonds shall not result in

1 the interest on the Bonds outstanding immediately prior to such  
2 issuance becoming subject to federal income tax. Such Additional  
3 Bonds shall be on a parity with the Project Bonds and any Addition-  
4 al Bonds theretofore or thereafter issued. Before any Additional  
5 Bonds are authenticated there shall be delivered to the Trustee  
6 the items required by Section 2.08 of the Indenture and any  
7 necessary amendment of the Agreement to provide for increased  
8 Loan Payments so that the aggregate of the Loan Payments thereafter  
9 payable under the Agreement shall be sufficient in amount for all  
10 required payments into the Bond Fund in order to pay when due  
11 Bond service charges on all Bonds then to be outstanding, and for  
12 all Additional Payments (as defined in the Agreement) by the  
13 Company under the provisions of the Agreement and the Bond Legis-  
14 lation.

15 SECTION 9. Covenants and Representations of Issuer.

16 In addition to other covenants and representations of the Issuer  
17 contained in this Bond Legislation and the Indenture, the Issuer  
18 further covenants, represents and agrees as follows:

19 (a) Payment of Bond Service Charges. The Issuer will,  
20 solely from the sources herein provided, pay or cause to be paid  
21 the Bond service charges on each and all Bonds on the dates, at  
22 the places and in the manner provided herein, in the applicable  
23 Bond Legislation and in the Bonds and coupons.

24 (b) Performance of Covenants, Authority and Actions.  
25 The Issuer will at all times faithfully observe and perform all  
26 agreements, covenants, undertakings, stipulations and provisions  
27 contained in the Agreement, this Bond Legislation, the Indenture  
28 and in any and every Bond executed, authenticated and delivered  
29 under the Indenture, and in all proceedings of its Legislative  
30 Authority pertaining thereto, on its part to be performed or  
31 observed. The Issuer represents that it is, and upon delivery of  
32 the Project Bonds covenants that it will be, duly authorized by

1 the Constitution and laws of the State, including particularly  
2 and without limitation the Act, to issue the Project Bonds, to  
3 execute the Indenture, the Agreement and other documents to which  
4 it is a party and as authorized by Section 12 hereof, and to  
5 provide the security for payment of the Bond service charges in  
6 the manner and to the extent herein and in the Indenture set  
7 forth; that all actions on its part for the issuance of the Pro-  
8 ject Bonds and execution and delivery of the Indenture, the  
9 Agreement and such other documents have been or will be duly and  
10 effectively taken; and that the Project Bonds and any coupons  
11 appertaining thereto in the hands of the holders thereof will be  
12 valid and enforceable special obligations of the Issuer accord-  
13 ing to the terms thereof. Each obligation of the Issuer required  
14 to be undertaken pursuant to the Bond Legislation, the Indenture,  
15 the Agreement, and the Bonds is binding upon the Issuer, and such  
16 officer or employee thereof as may from time to time have the  
17 authority under law to take such actions as may be necessary to  
18 perform all or any part of such obligation, as a duty of the  
19 Issuer and of each such officer and employee resulting from an  
20 office, trust, or station.

21 (c) Revenue and Assignment of Revenues. Except as  
22 otherwise provided in the Bond Legislation, Indenture, and  
23 Agreement, the Issuer will not pledge or assign the Revenues or  
24 create or permit to be created any debt, lien or charge thereon  
25 other than the pledge and assignment thereof under this Bond  
26 Legislation and the Indenture.

27 (d) Recordings and Filings. The Issuer will, at the  
28 expense of the Company, cause the Agreement and any related docu-  
29 ments or instruments relating to the pledge and assignment made  
30 by it to secure the Bonds, to be recorded and filed in such  
31 manner and in such places as may be required by law in order to  
32 fully preserve and protect the security of the holders of the

1 Bonds and the rights of the Trustee under the Agreement and the  
2 Indenture.

3 (e) Inspection of Project Books. All books and  
4 documents in the Issuer's possession relating to the Project and  
5 the Revenues shall at all times during the Issuer's regular  
6 business hours be open to inspection by such accountants or  
7 other agents of the Trustee as the Trustee may from time to time  
8 designate.

9 (f) List of Bondholders. To the extent that such  
10 information shall be made known to the Issuer under the terms  
11 of this subsection, the Issuer will keep or arrange to have kept  
12 on file at the corporate trust office of the Trustee a list of  
13 names and addresses of the last known holders of Bonds payable to  
14 bearer. Any Bondholder may in writing addressed to the Issuer  
15 or Trustee request that his name and address be placed on said  
16 list, which request shall include a statement of the principal  
17 amount of Bonds held by such holder and identifying, by number and  
18 series designation, such Bonds. Neither the Issuer nor the  
19 Trustee shall be under any responsibility with regard to the  
20 accuracy of said list. At reasonable times and under reasonable  
21 regulations established by the Trustee, said list may be inspected  
22 and copied by the Company, or by holders (or a designated repre-  
23 sentative thereof) of twenty-five percent or more in principal  
24 amount of Bonds then outstanding, such holding and the authority  
25 of any such designated representative to be evidenced to the  
26 satisfaction of the Trustee.

27 (g) Rights and Enforcement of the Agreement. The  
28 Trustee, in its name or in the name of the Issuer, may, for and  
29 on behalf of the Bondholders, enforce all rights of the Issuer,  
30 except for Unassigned Issuer's Rights as defined in the Agreement,  
31 and all obligations of the Company under and pursuant to the  
32 Agreement, whether or not the Issuer is in default of the pursuit



1 or enforcement of such rights and obligations. However, the  
2 Issuer shall do all things and take all actions on its part  
3 necessary to comply with obligations, duties and responsibilities  
4 on its part under the Agreement, and will take all actions within  
5 its authority to keep the Agreement in effect in accordance with  
6 the terms thereof.

7 (h) Arbitrage Provisions and Transcript of Proceedings.

8 The Issuer will restrict the use of the proceeds of the Project  
9 Bonds in such manner and to such extent, if any, as may be neces-  
10 sary, after taking into account reasonable expectations at the  
11 time of the delivery of any payment for such Project Bonds, so  
12 that the Project Bonds will not constitute arbitrage bonds under  
13 Section 103(c) of the Internal Revenue Code and the regulations  
14 prescribed under that Section. The Fiscal Officer or any other  
15 officer having responsibility for issuing the Project Bonds is  
16 authorized and directed, alone or in conjunction with any of the  
17 foregoing or with any other officer, employee, consultant or  
18 agent of the Issuer or with the Company or any employee, consul-  
19 tant or agent of the Company to give an appropriate certificate  
20 of the Issuer, for inclusion in the transcript of proceedings for  
21 the Project Bonds, setting forth the reasonable expectations of  
22 the Issuer regarding the amount and use of the proceeds of the  
23 Project Bonds and the facts, estimates and circumstances on  
24 which they are based, such certificate to be premised on the  
25 reasonable expectations and the facts, estimates and circumstances  
26 on which they are based as provided by the Company, all as of the  
27 date of delivery of and payment for the Project Bonds.

28 (i) Transcript of Proceedings. The Fiscal Officer,  
29 or other appropriate officer of the Issuer, shall furnish to the  
30 Original Purchaser a true transcript of proceedings, certified by  
31 said officer, of all proceedings had with reference to the  
32 issuance of the Project Bonds along with such information from

1 the records as is necessary to determine the regularity and  
2 validity of the issuance of said Bonds.

3       SECTION 10. Investment of Bond Fund and Construction  
4 Fund. Moneys in the Bond Fund and Construction Fund shall be  
5 invested and reinvested by the Trustee in any Eligible Investments  
6 at the oral or written direction of the Authorized Company  
7 Representative, provided that investments of moneys in the Bond  
8 Fund shall mature or be redeemable at the option of the Trustee  
9 at the times and in the amounts necessary to provide moneys to pay  
10 Bond service charges as they fall due at stated maturity or by  
11 redemption or pursuant to any mandatory sinking fund requirements,  
12 and that each investment of moneys in the Construction Fund shall  
13 in any event mature or be redeemable at the option of the Trustee  
14 at such time as may be necessary to make payments from said Fund.  
15 Subject to any such directions with respect thereto, the Trustee  
16 may from time to time sell such investments and reinvest the  
17 proceeds therefrom in Eligible Investments maturing or redeemable  
18 as aforesaid. Any such investments may be purchased from or sold  
19 to the Trustee or any commercial bank affiliated with the Trustee.  
20 The Trustee shall sell or redeem investments standing to the credit  
21 of the Bond Fund to produce sufficient moneys applicable hereunder  
22 to and at the times required for the purposes of paying Bond  
23 service charges when due as aforesaid, and shall do so without  
24 necessity for any order on behalf of the Issuer and without  
25 restriction by reason of any such order. An investment made from  
26 moneys credited to the Bond Fund or the Construction Fund shall  
27 constitute part of that respective Fund and such respective Fund  
28 shall be credited with all proceeds of sale and income from such  
29 investment. For purposes of this Indenture and the Bond Legisla-  
30 tion, such investments shall be valued at face amount or market  
31 value, whichever is less.

32       SECTION 11. Indenture and Agreement. In order to

1 provide for the issuance and sale of the Project Bonds and the  
2 consummation of the transactions to be consummated thereby, the  
3 Executive and the Fiscal Officer are hereby authorized and directed  
4 to execute, acknowledge and deliver, in the name and on behalf of  
5 the Issuer, the Indenture and the Agreement in substantially  
6 the forms submitted to this Legislative Authority, which instru-  
7 ments are hereby approved, with such changes therein not inconsis-  
8 tent with this Bond Legislation and not substantially adverse to  
9 the Issuer as may be permitted by the Act and approved by the  
10 officers executing the same on behalf of the Issuer. The approval  
11 of such changes by said officers, and that such are not substan-  
12 tially adverse to the Issuer, shall be conclusively evidenced  
13 by the execution of such instruments.

14 This Bond Legislation shall constitute a part of the  
15 Indenture as therein provided and for all purposes of said Inden-  
16 ture, including, without limitation thereto, application to this  
17 Bond Legislation of the provisions in the Indenture relating to  
18 modification and supplementation, and provisions for severability.

19 SECTION 12. Other Documents; Incorporation by Reference.

20 The Executive and the Fiscal Officer, as appropriate, are further  
21 authorized and directed to execute the Bond Purchase Agreement,  
22 such certifications, financing statements, assignments and instru-  
23 ments as are, in the opinion of Bond Counsel, necessary or appro-  
24 priate to perfect the pledge and assignments set forth in the  
25 Indenture and to consummate the transactions contemplated by this  
26 Bond Legislation or provided for in the Indenture and the Agree-  
27 ment.

28 Pursuant to Section 36-1-5-4, Indiana Code, as amended,  
29 the Indenture, the Agreement, the Note and the Bond Purchase  
30 Agreement, two copies of each of which are on file in the office  
31 of the Clerk of this Legislative Authority for public inspection,  
32 are hereby incorporated by reference into this Bond Legislation.

1                   SECTION 13. Compliance with the Open Meeting Require-  
2 ments. It is hereby found and determined that all official actions  
3 and final actions of this Legislative Authority concerning and  
4 relating to the adoption of this Bond Legislation were adopted  
5 in meetings open to the public, and that all deliberations of  
6 this Legislative Authority and of any of its committees that  
7 resulted in these final actions were conducted openly, in  
8 compliance with all legal requirements.

9                   SECTION 14. Effective Date. This Bond Legislation  
10 shall take effect and be in force immediately upon its adoption.

11  
12   
13 COUNCILMAN

14 APPROVED AS TO FORM AND  
15 LEGALITY.

16   
17 John J. Wernet, Attorney for the  
18 Economic Development Commission

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32  
Dated this 7 day of June, 1982.

Read the first time in full and on motion by Gia Quinta, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_ M., E.S.T.

DATE: 6-8-82

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Burns, seconded by Burns, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>6</u>	_____	_____	<u>3</u>	_____
BRADBURY	_____	_____	_____	<u>X</u>	_____
BURNS	<u>X</u>	_____	_____	_____	_____
EISBART	<u>X</u>	_____	_____	_____	_____
GiaQUINTA	_____	_____	_____	<u>^</u>	_____
NUCKOLS	_____	_____	_____	<u>^</u>	_____
SCHMIDT	<u>X</u>	_____	_____	_____	_____
SCHOMBURG	<u>X</u>	_____	_____	_____	_____
STIER	<u>X</u>	_____	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____	_____

DATE: 6-22-82

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) NO. 110-82 on the 22nd day of June, 1982.

ATTEST:

(SEAL)

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of June, 1982, at the hour of 11:30 o'clock P. M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 23rd day of June 1982, at the hour of 3 o'clock P. M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR. - MAYOR



BILL NO. S-82-06-08

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON Finance TO WHOM WAS REFERRED AN  
ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF \$475,000 OF THE  
CITY OF FORT WAYNE, INDIANA, ECONOMIC DEVELOPMENT REVENUE BONDS,  
SERIES 1982 (B.F. GOODRICH PRODUCTS) FOR THE PURPOSE OF MAKING  
A LOAN TO ASSIST THE B.F. GOODRICH COMPANY IN THE FINANCING OF  
COSTS OF AN ECONOMIC DEVELOPMENT FACILITY: AUTHORIZING THE ISSUANCE  
OF ADDITIONAL BONDS: AND AUTHORIZING THE EXECUTION AND DELIVERY OF A  
LOAN AGREEMENT PERTAINING TO THE PROJECT AND EXECUTION AND  
DELIVERY OF A TRUST INDENTURE SECURING THE PAYMENT OF SAID BONDS

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

MARK E. GIAQUINTA - CHAIRMAN

PAUL M. BURNS - VICE CHAIRMAN

JAMES S. STIER

JOHN NUCKOLS

DONALD J. SCHMIDT

Mark E. Giaquinta  
Paul M. Burns  
James S. Stier  
John Nuckols  
Donald J. Schmidt

6-22-82 CONCURRED IN  
DATE CHARLES W. WESTERMAN, CITY CLERK

AMENDMENT TO BILL NO. S-82-06-08 —

PAGE 10 (b) - Line 32& should read

PAGE 11 1,2,3.

at the rate of fourteen and five eights per centum (14.5/8%)  
per annum , payable on each Interest Payment Date, and shall  
mature on July 1, 2002.

DIGEST SHEETTITLE OF ORDINANCE Special*Type amendment in Council  
J 82-06-08  
(as amended)*DEPARTMENT REQUESTING ORDINANCE Economic Development CommissionSYNOPSIS OF ORDINANCE An Ordinance authorizing the City of Fort Wayneto issue its Economic Development Revenue Bonds, Series 1982(BFGoodrich Project), in the amount of \$475,000 for financing economicdevelopment facility; authorizing the issuance of additional bonds;and authorizing the execution and delivery of a Loan Agreement pertain-ing to the Project and the execution and delivery of a Trust Indenturesecuring the payment of said Bonds. An Inducement Resolution for thisProject was previously adopted by City Council.EFFECT OF PASSAGE Permanent financing of the facilities.EFFECT OF NON-PASSAGE None of the above.MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) None.

ASSIGNED TO COMMITTEE (PRESIDENT) \_\_\_\_\_